

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 28

BC361307

November 8, 2018

GABRIELINO TONGVA TRIBE VS JONATHAN STEIN ET

2:08 PM

AL

Judge: Honorable Yvette M. Palazuelos

CSR: None

Judicial Assistant: Neli Raya

ERM: None

Courtroom Assistant: M. Tavakoli

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order

The Court issues its Tentative Decision; Orders.

The Court's ruling, filed and signed this date, is adopted as the final ruling of the Court and incorporated herein by reference to the case docket.

Non-Jury Trial (second phase-punitive damages) is scheduled for 12/10/18 at 09:30 AM in Department 28 at Stanley Mosk Courthouse.

All counsel are ordered to appear. No telephonic appearances.

The Clerk shall give notice by fax and US Mail. (no fax numbers provided)

Certificate of Mailing is attached.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	FILED Superior Court of California County of Los Angeles 11/08/2018 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Neli Raya</u> Deputy
PLAINTIFF/PETITIONER: Gabrielino/Tongva Tribe	
DEFENDANT/RESPONDENT: Gabrielino/Tongva Nation et al	
CERTIFICATE OF MAILING	CASE NUMBER: BC361307

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order, Tentative Decision upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Delia Ibarra
Albright, Yee & Schmit, APC
888 W 6th St Fl 14
888 W. 6th Street, 14th Floor
Los Angeles, CA 90017-

Jonathan Alan Stein
LAW OFFICES OF JONATHAN STEIN
2520 Murrell Rd
2520 Murrell Road
Santa Barbara, CA 93109-

Dated: 11/8/2018

Sherri R. Carter, Executive Officer / Clerk of Court

By: Neli Raya
Deputy Clerk

CERTIFICATE OF MAILING

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FILED
Superior Court of California
County of Los Angeles

NOV 08 2018

Sherri R. Carter, Executive Officer/Clerk
By Neil M. Raya Deputy
Neil M. Raya

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

GABRIELINO-TONGVA TRIBE,) Case No.: BC361307
) consolidated w/ SC91644
 Plaintiff,) and SC092615
)
 vs.)
)
 ST. MONICA DEVELOPMENT, et al.,) TENTATIVE DECISION; ORDERS
)
 Defendants.)
)
)
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Pursuant to CCP §632 and CRC Rule 3.1590(a), the court
issues a Tentative Decision as follows:

1. On the Fourth Amended Complaint¹ at case number
BC361307:

¹ On August 20, 2007, a Cross-complaint was filed by Cross-complainants Jonathan Stein, Law Offices of Jonathan Stein, St. Monica Development Company, LLC (SMDC) against Cross-defendants Gabrielino/Tongva Nation, Virginia Carmelo Martin Alcala Edgar Perez Shirley Machado Adam Loya; Samuel Dunlap; Elizabeth Aronson and Richard G. Polanco, alleging the following causes of action: Breach of contract (SMDC Agreement); breach of contract (FPPC contract); intentional interference with contractual relations;

1 a. On all causes of action, in favor of Plaintiff
2 Gabrielino-Tongva Tribe (the Tribe) and against Defendants
3 Jonathan Stein, Law Offices of Jonathan Stein, and St. Monica
4 Development Company, LLC (SMDC), jointly and severally.

5 b. On all causes of action, the court declares as
6 follows:

7 1) Defendants Jonathan Stein and the Law
8 Offices of Jonathan Stein violated California Rules of
9 Professional Conduct Rules 3-300 (avoiding interests adverse to
10 client) and 3-310 (avoiding the representation of adverse
11 interests) and 3-100 (confidential information of client);

12 2) At the election of Plaintiff, the SMDC
13 Development Agreement is rescinded and void.
14

15 c. On all causes of action, the Court enjoins and
16 restrains Defendants from:

17 1) Retaining possession, custody or control of
18 any files, documents or other property of the Tribe, including
19 but not limited to (a) the Tribe's membership records, whether
20 in hard copy or electronic form, (b) the Tribe's financial
21 records, whether in hard copy or electronic form, (c) the
22

23
24 negligent interference with contractual relations; fraudulent conveyance;
25 account stated; quantum meruit; declaratory relief (SMDC Agreement); total
indemnity; equitable indemnity and apportionment; contribution; declaratory
relief (indemnification). However, there are no proofs of service of summons
and complaint of such Cross-complaint upon any Cross-defendant.

1 Tribe's internet domain name, www.tongvatribes.org, and (d) the
2 Tribe's website;

3 2) Using any of the Tribe's confidential
4 information, including but not limited to its membership records
5 or financial information;

6 3) Contacting or soliciting any member of the
7 Tribe for any purpose relating to any tribal membership or
8 casino gaming project;

9 4) Disclosing or disseminating any of the
10 Tribe's confidential information, including but not limited to
11 its membership information or financial information;

12 5) Destroying, discarding, altering or
13 otherwise making unavailable to the Tribe or its agents any
14 documentary, computer or other evidence relevant to this
15 litigation in Defendants' and/or their agents' possession,
16 custody or control;

17 6) Holding themselves out to be the offices of
18 or affiliated in any manner with the Tribe, including but not
19 limited to (a) receiving telephone calls for the Tribe, (b)
20 answering their telephones as the Tribe or as any affiliate of
21 the Tribe, or as any other person, entity, or organization using
22 the words "Gabrielino-Tongva Tribe," "Gabrielino-Tongva,"
23 "Gabrielino Tribe," "Gabrielino," "Tongva Tribe," "Tongva," or
24 other phrase likely to create the impression that Defendants
25 have any relationship whatsoever to the Tribe, (c) using the

1 Tribe's stationery, or any other stationery that uses the words
2 "Gabrielino-Tongva Tribe," "Gabrielino-Tongva," "Gabrielino
3 Tribe," "Gabrielino," "Tongva Tribe," "Tongva," and (d) using
4 the Tribe's logo; and

5 7) Using the Tribe's membership records, or any
6 document derived therefrom, to contact any member or members of
7 the Tribe.

8 8) Executing upon any order/writ for any of
9 Plaintiff's property.

10 d. On all causes of action, the Court
11 commands/orders Defendants to:

12 1) Deliver to the Tribe all of the Tribe's
13 information in documentary or electronic form, or any other
14 form, including but not limited to any and all originals and
15 copies of the Tribe's membership records and financial records;

16 2) Deliver to the Tribe all of the Tribe's
17 computers, disks and electronic equipment in the form and
18 condition in which they were taken from the Tribe;

19 3) Deliver all of the above within 30 days of
20 service of this Judgment.

21 e. On the first through sixth, ninth, eleventh,
22 twelfth and fifteenth causes of action, in favor of Plaintiff
23 Gabrielino-Tongva Tribe and against Defendants Jonathan Stein,
24 Law Offices of Jonathan Stein, and St. Monica Development
25

1 Company, LLC, jointly and severally, in the amount of
2 \$20,411,067.23 [\$21,000,000 minus \$800,000 (Libra), minus
3 \$161,067.23 (Tribe payments) minus \$50,000 (Crane payment)].

4 f. On the tenth cause of action, in favor of
5 Plaintiff Gabrielino-Tongva Tribe and against Defendants
6 Jonathan Stein, Law Offices of Jonathan Stein, and St. Monica
7 Development Company, LLC, jointly and severally, the court
8 declares:

9 1) Pursuant to the jury's verdict in the first
10 phase of trial, Plaintiff is the real party in interest with
11 standing to pursue the litigation;

12 2) Pursuant to the jury's verdict in the first
13 phase of trial, Bernard Acuna, Linda Candelaria, Martha
14 Gonzales-Lemos, Laurie Salse, and Suzanne Rodriguez are not the
15 Plaintiff Gabrielino-Tongva Tribe, the real party in interest.

16 g. On the fourteenth cause of action, in favor of
17 Plaintiff Gabrielino-Tongva Tribe and against Defendants
18 Jonathan Stein, Law Offices of Jonathan Stein, and St. Monica
19 Development Company, LLC, jointly and severally, the court finds
20 that:

21 1) Defendants Jonathan Stein, Law Offices of
22 Jonathan Stein, and St. Monica Development Company, LLC, are
23 alter egos of each other;
24
25

1 2) Defendants Jonathan Stein, Law Offices of
2 Jonathan Stein, and St. Monica Development Company, LLC, jointly
3 and severally, are responsible for the obligations of each
4 other.

5 h. Plaintiff shall recover attorney fees and costs
6 as provided by law.

7 i. Defendants Jonathan Stein, Law Offices of
8 Jonathan Stein, and St. Monica Development Company, LLC, acted
9 with malice, oppression, and fraud.

10 2. On the First Amended Complaint at case no. SC091644,²
11 on all causes of action, in favor of Defendants Virginia
12 Carmelo, Martin Alcala, Edgar Perez, Shirley Machado, Adam Loya,
13 Samuel Dunlap, Elizabeth Aronson, and Richard G. Polanco and
14 against Plaintiff St. Monica Development Company, LLC.
15 Plaintiff shall take nothing.

16 4. On the First Amended Cross-complaint at case no.
17 SC091644, on all causes of action, in favor of Cross-defendants
18 Jonathan Stein, Law Offices of Jonathan Stein, and St. Monica
19 Development Company, LLC, Bernard Acuna, Linda Candelaria,
20 Martha Gonzales-Lemos, Laurie Salse, and Suzanne Rodriguez and
21 against Cross-complainant Sam Dunlap. Cross-complainant shall
22 take nothing.
23

24 _____
25 ² Defendant Gabrielino-Tongva Tribe was dismissed on April 30, 2008.
Defendant Sheppard Mullin Richter and Hampton, LLP was dismissed on December
1, 2011.

1 5. On the Complaint at case no. SC092615,³ on the second
2 through fourth causes of action only, in favor of Defendants
3 Virginia Carmelo, Martin Alcala, Edgar Perez, Shirley Machado,
4 Adam Loya, Samuel Dunlap, Elizabeth Aronson, and Richard G.
5 Polanco and against Plaintiff The Crane Group, Inc. Plaintiff
6 shall take nothing.

7 The Court also orders:

8 1. A second phase for punitive damages trial on December
9 10, 2018, 9:30 a.m., Dept. 28.

10 2. Defendants Jonathan Stein, Law Offices of Jonathan
11 Stein, and St. Monica Development Company, LLC, shall disclose
12 their financial records to Plaintiff no later than November 15,
13 2018.

14 3. All counsel and the parties themselves are ordered to
15 appear.

16 4. Defendant Jonathan Stein's personal accountant(s) and
17 the Law Offices of Jonathan Stein and St. Monica Development
18 Company, LLC's business accountant(s) are ordered to appear.

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23 3 Defendants Gabrielino-Tongva Tribe Gabrielino-Tongva Tribe Gaming Authority
24 were dismissed on October 19, 2011.

1 CLERK TO GIVE NOTICE TO ALL PARTIES VIA FAX AND U.S. MAIL.

2 IT IS SO ORDERED.

3 DATED: November 8, 2018

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6 YVETTE M. PALAZUELOS
7 JUDGE OF THE SUPERIOR COURT
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